

# Terms and Conditions for Room Hire at Spa Road Samye Dzong

## 1. Definitions

In these Terms and Conditions of Room Hire the following definitions apply:

“**Activity**” the activity set out in the Registration Form in respect of which you want to hire the Room (or any other activity included from time to time in accordance with section 8.3);

“**Agreement**” the agreement between us comprising these Terms and Conditions of Room Hire, the Registration Form, the Terms of Use of the Room and any Security Policy issued by Samye Dzong;

“**Registration Form**” the registration form that you must fill out prior to using the Room;

“**Fee**” the fee to be paid by you to hire the Room;

the “**Centre**” the part of 15 Spa Road, London SE16 3SA occupied by Samye Dzong;

“**Insurance Policy**” Your professional indemnity insurance covering the Activity;

“**Professional Body**” any professional body to which you are required to belong in connection with the Activity;

“**Samye Dzong**” as defined on the Registration Form;

“**Room**” the relevant room from those identified on the Registration Form; and

“**You**” the person or organisation wishing to hire the Room whose details are set out on the Registration Form.

## 2. Hire of the Room

2.1 Samye Dzong agrees to make the Room available to You and You agree to hire the Room in accordance with the terms and conditions of this Agreement.

2.2 You must only use the Room for the Activity and for no other purpose.

## 3. Bookings

3.1 You must complete the Registration Form and supply the information that is required and your registration must be accepted by Samye Dzong before you can make any bookings. You only need to fill out the Registration Form once to register as a user of our Rooms and after that you can use the booking process detailed below.

3.2 The Room can be hired for set periods of time. These periods will be determined by Samye Dzong from time to time – currently hire is either by the hour or on a daily basis (**9am to 5pm**) (each such period being a “**Session**”).

3.3 Samye Dzong reserves the right to book the Room for its own activities as required. Samye Dzong’s bookings will have priority over all other users.

3.4 Otherwise, bookings for the Room will be made on a first come, first served basis and it is Your responsibility to make sure You make a confirmed booking early enough to secure the Sessions you require.

3.5 Available Sessions can be found by telephoning the Samye Dzong office for details.

3.6 You can make a booking by writing to us, e-mailing us or telephoning us. Contact details are set out on the Registration Form.

3.7 Bookings will only be confirmed once they have been accepted by Samye Dzong and once you have paid a 50% deposit. Deposits are required at the time of booking. Until a booking is confirmed, that particular Session is not reserved for You and other users may book it.

3.8 Samye Dzong reserves the right to refuse any booking at its sole discretion.

3.9 Samye Dzong may have accommodation facilities available, but they are not covered by this Agreement and need to be booked separately. Samye Dzong reserves the right to refuse or accept any booking for overnight accommodation at its sole discretion.

3.10 Samye Dzong may cancel any confirmed booking that You make at any time at its sole discretion. Samye Dzong will try and give You as much notice as possible if it is going to do this and will also try to limit cancellations to exceptional situations.

3.11 At weekend (Saturdays and Sunday) daytime bookings, workshop rooms will only be hired for entire days (i.e., 9am to 5pm).

## 4. Fees

4.1 The fee will be charged in pounds sterling at the rate set out in the Registration Form. Samye Dzong may amend these rates at any time by giving You one month’s written notice of the change in the Fee.

4.2 The Fee will be charged at the prevailing rate, regardless of whether the Sessions had been booked prior to any change in Fees.

4.3 The Fee will include all charges for electricity, water and local authority rates.

4.4 The Fee does not cover any loss or damage caused by You or anyone who attends Your Activity.

4.5 Fees are due and payable by the start of the relevant Session and can be paid in three ways:

(a) You should pay a 50% deposit on making Your booking, with the balance of the Fee paid in full by the start of the Session. This deposit is only refundable where Samye Dzong cancels a booking as set out in section 3.10 or in accordance with 4.5(b).

(b) You can pay the whole of the Fee on making Your booking. 50% of the relevant Fee will be refundable if you cancel a booking no later than six weeks prior to the event.

(c) If a cancellation is made 6 weeks prior to the date of a booking, You will be liable to pay the remaining 50% balance of the Fee.

(d) For repeat bookings, You can set up a direct debit for payment of the Fee. Again, 50% of the Fee will still be due and payable if you cancel a booking in advance.

(e) Deposits are not transferable to alternative booking dates.

## 5. Hirer’s obligations

5.1 You must comply with (and ensure that everyone who takes part in Your Activity is aware of and complies with) the Terms of Use of Samye Dzong’s Rooms issued by Samye Dzong from time to time, the current version of which is attached to the Registration Form.

5.2 You must also comply with any Security Policy issued by Samye Dzong from time to time in respect of the Centre and the Room.

5.3 Where the activity is a complementary, alternative or conventional therapy you must at all times maintain the correct accreditation and membership of any required Professional Body.

5.4 Samye Dzong may provide chairs and tables with the Room, but otherwise You must provide all of Your own equipment required for the Activity.

5.5 The maximum number of persons to be admitted to the Room is not to exceed 50 and you must keep a record of the number of people in each Session and show it to us on request.

- 5.6 No part of the Room is to be used for any unlawful purpose or in any unlawful way.
- 5.7 You must report all accidents involving injury to the public to Samye Dzong as soon as possible. Any failure of equipment in the Room must also be reported as soon as possible.
- 5.8 During any Session where You carry out your Activity You are responsible for:
- (a) the proper supervision of the Room including (without limitation):
    - (i) the effective control of children,
    - (ii) the orderly and safe admission and departure of persons to and from the Room,
    - (iii) the orderly and safe vacation of the Room in case of emergency;
    - (iv) the safety of the Room;
    - (v) the preservation of good order and decency in the Room;
  - (b) ensuring that all exit doors from the Room are left unfastened and unobstructed and immediately available for exit;
  - (c) ensuring that no obstruction is placed or allowed to remain in any corridor giving access to the Room.
- 5.9 You will be liable for any loss or damage to the Room or to the Centre caused by You or by anyone attending Your Activity.

## 6. Obligations of Samye Dzong

- 6.1 Samye Dzong will provide the Room in satisfactory condition for general use, however there is no guarantee that it will be suitable for Your specific Activity – it is Your responsibility to view our facilities and to make sure they are suitable for your use.
- 6.2 Samye Dzong will make available toilet facilities to You and the people who take part in Your Activity. The Kitchen at Samye Dzong is reserved for residents and use of the Kitchen is not included with the hire of the Room.
- 6.3 Samye Dzong will not be responsible for the loss or damage in respect of Your personal belongings or those of anyone who takes part in Your Activity.
- 6.4 Samye Dzong does not provide parking spaces for You or anyone taking part in Your Activity.

## 7. Use of Samye Dzong's name and address

- 7.1 You must receive the written approval of Samye Dzong prior to issuing any written or other material for any purpose, including advertising, promotion or information, in which the name or address or map of Samye Dzong, the Centre or of the Rokpa Trust or any of its subsidiaries (or any amended or abridged version of any of these names) is used.
- 7.2 You cannot state or imply (either in writing or verbally) any connection or affiliation with Samye Dzong or the Rokpa Trust or any of its subsidiaries or rely on their reputation for the purposes of promoting Your business or for any other purpose.
- 7.3 You must not use the address of the Centre for the purposes of receiving mail, nor shall it use the telephone or fax for the purposes of receiving messages. The Centre will be under no obligation to receive unsolicited correspondence for You through the mail, telephone, fax or any other channel.

## 8. General

- 8.1 This Agreement will be valid from the date on which the Registration Form which You have signed is accepted by Samye Dzong and will continue in force until terminated by either You or Samye Dzong in accordance with the provisions of this Agreement.
- 8.2 The benefit of the Agreement is personal to You and not assignable or capable of being sub-hired.
- 8.3 If You wish to practice an activity other than the Activity listed on the Registration Form, You can apply in writing to Samye Dzong for approval of the new activity and inclusion of that activity in the permitted Activity. You must enclose any relevant certificates of qualification and insurance in respect of that new activity and details of membership of any relevant professional body, as required by the Registration Form. If Samye Dzong approves that new activity it will be included in the definition of "Activity" for the purposes of this Agreement.
- 8.4 This Agreement may be terminated by You at any time by giving not less than thirty days' notice in writing to Samye Dzong.
- 8.5 This Agreement may be terminated with immediate effect by Samye Dzong if You:
- (a) breach any of the terms or conditions of this Agreement including (without limitation):
    - (i) Failure to pay Fees in accordance with Section 4; or
    - (ii) Carrying out any activity other than the Activity.
  - (b) fail to provide an up-to-date copy of their Insurance Policy, or the Insurance Policy lapses and is not replaced by adequate cover, or You cease to comply with the terms of the Insurance Policy;
  - (c) breach any code of professional conduct laid down by the Professional Body, or if You are suspended or expelled from the Professional Body; or
  - (d) undertake any activity, speech or other conduct that could in any way, directly or indirectly, adversely affect the reputation of Samye Dzong, Rokpa Trust or any of its subsidiaries.
- 8.6 This Agreement may be terminated by Samye Dzong at any time for any other reason by giving written notice to You.
- 8.7 Upon termination of this Agreement all outstanding Fees must be paid in full. Samye Dzong will refund any fees paid in advance relating to any Session after the termination date.
- 8.8 Samye Dzong does not exclude liability for death or personal injury caused by negligence, but otherwise excludes all consequential and indirect losses and all loss of business, profit, revenue or reputation. Samye Dzong's liability to You for all events arising out of or in connection with a particular Session is limited to the amount of the Fees paid by You for that Session.
- 8.9 Should any part of this Agreement be invalid, the Agreement will continue in force as if the invalid part of the Agreement were omitted.
- 8.10 Samye Dzong reserves the right to update, amend or add to this Agreement at any time by notice in writing to you.
- 8.11 Any waiver by Samye Dzong in respect of any breach of the terms or conditions of this Agreement by You does not mean that any such breach is acceptable in the future, and does not affect the ability of Samye Dzong to terminate this Agreement in the case of future breaches of this Agreement.
- 8.12 Any written notice will be delivered to the relevant party at the address set out on the Registration Form (in the case of Samye Dzong to its address at Spa Road rather than its registered office) by first class mail, registered delivery and will be deemed to have been served on the other party on the day that such letter is delivered by the relevant postal service.
- 8.13 This Agreement will be governed by the laws of England and Wales and the parties submit to the exclusive jurisdiction of the courts of England and Wales in respect of all matters arising from or in connection with this Agreement.

# Terms of Use of Samye Dzong's Rooms

Users of Samye Dzong's facilities must comply with a few rules:

1. **The "Five Golden Rules"** of the Centre are:
  - (a) to refrain from killing;
  - (b) to refrain from stealing;
  - (c) to refrain from lying;
  - (d) to refrain from taking any intoxicants (including drinking alcohol or smoking cigarettes) – smoking is not permitted in any buildings or in the grounds of the Centre; and
  - (e) to refrain from sexual misconduct.
2. You must not play loud music or do anything else that unreasonably interferes with the other people at the Centre or with the area surrounding the Centre.
3. You must leave the Room promptly at the end of the Session and the Room must be left in the same condition as it was in at the beginning of the Session. You must clean the room, remove any rubbish, turn off the heating and the lights and remove all Your equipment from the Room before leaving.
4. As we are located in a residential area, when leaving the Centre You must try and keep noise to a minimum.
5. Vehicles owned by users of the Centre must be suitably parked so as to avoid obstruction of the highway. Samye Dzong does not currently provide any parking facilities.
6. Neither candles nor incense must not be burned in the Room at any time.
7. No animal is to be brought into the Centre without the consent of Samye Dzong (except for guide dogs).
8. No lighting heating power or other electrical fittings or appliances in the Room are to be altered, moved or in any way interfered with. If You are bringing Your own electrical appliances into the Centre you must get Samye Dzong's prior consent.
9. You must not fix anything to the walls of the Centre, whether using nails, adhesive substances or otherwise.
10. No gambling of any form is allowed in the Centre (including, without limitation) sweepstakes raffles, tombolas, or any form of lottery.